

(4) Article Six, Subparagraph O, at Page 22 of the Declaration of Condominium Regime is hereby amended at Lines 10 and 11 from the top of the said Page 22 by deleting "and mortgagees, if any, holding liens on such apartments; and", and adding in its place the following, "and all mortgagees holding liens on the Condominium Regime; and" .

These Amendments are executed on this the 22nd day of September, 1974.

WOODRIDGE PROPERTIES, INC.

BY: *James R. Scott*
James R. Scott, President

THE STATE OF TEXAS I
COUNTY OF DALLAS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES R. SCOTT, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WOODRIDGE PROPERTIES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of September, 1974.

Ann Willard
Notary Public, Dallas County,
T E X A S

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STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that the foregoing is
true and correct to the best of my
knowledge and belief and that the
same has been duly recorded in the
public records of Dallas County,
Texas in accordance with the law.

NOV 14 1974

 *Tom E. Kelly*
COUNTY CLERK, Dallas County, Texas

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NOV-14-74 100361 8-01

*County Clerk
2001 32111111 Turner #2805
Dallas, Texas 75201*

RECEIVED FEB 07 2000

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
WOODRIDGE CONDOMINIUM ASSOCIATION

856765

Deed 01/05/00 1934749 \$27.00

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENTS FOR Woodridge Condominium Association (this "Notice") is made this 20th day of December, 1999, by Woodridge Condominium Association (the "Association").

WITNESSETH:

WHEREAS, Woodridge Properties prepared and recorded an instrument entitled "Declaration of Condominium Regime" dated _____, 1974, and recorded in Volume 74034, Page 0148 of the Deed Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Dallas County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the real property records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

ASSOCIATION: Woodridge

a Texas corporation

By: Sally Davis

Its: Secretary/Treasurer

ACKNOWLEDGMENT

STATE OF TEXAS §

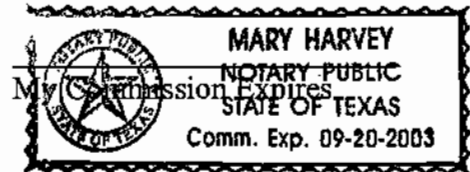
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Sally Davis Secretary/Treasurer of Woodridge Homeowners Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of December, 1999.

Mary Harvey

Notary Public
State of Texas



DECLARATION OF CONDOMINIUM REGIME

W O O D R I D G E

THE STATE OF TEXAS I
 I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS I

ARTICLE ONE - RECITALS

A. WOODRIDGE PROPERTIES, INC. herein called "Developer", owns all of the surface estate of the following described land located in Dallas County, Texas being Lots 2a, 2b and 3 Block 6/5217 North Slope Addition to City of Dallas, Dallas County, Texas, also known as 6808 Eartridge Street according to the official numbering system of City of Dallas, Texas, and more particularly described by metes and bounds on site plan attached hereto as Exhibit "A", to which reference is made for all purposes, hereinafter called the "land".

B. Developer is initiating construction upon said land a condominium project consisting of five three story buildings containing a total of twenty-eight (28) apartments as more fully described in Exhibit "B", referred to below, which apartments also include storage and parking garage; said project also includes common and limited common areas, together with paving, walks, fences, walls, and other improvements, structures, facilities, and appurtenances. This condominium project is designated and shall be known as "WOODRIDGE".

By this Declaration the Developer intends to establish a plan under the Provisions of the Condominium Act of the State of Texas for the individual ownership of the area of space contained in each of the apartments in said project, and the co-ownership by individuals and separate owners thereof, as tenants in common, of all of the remaining land and improvements, all as more fully hereinafter set forth and described on the attached Exhibit A, page 1, referred to above.

NOW THEREFORE, said Developer hereby declares that all of the said land and improvements constructed thereon, or to be constructed thereon, are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following divisions, covenants, restrictions, limitations, conditions, rights, privileges, obligations, liabilities and uses shall run with the land and shall be binding on said Developer, his heirs and assigns, and all subsequent owners, possessors or users of all or any part of said land and project, property and improvements, together with their respective grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE TWO - DEFINITION OF TERMS

As herein used the following terms shall have the meanings defined:

A. "Developer" is defined to have the meaning as hereinabove set forth in Paragraph 1 of the Recitals, and/or any successors in interest.

B. "Land" is defined to have the meaning as hereinabove set forth and described in Paragraph 1 of the Recitals and in Exhibit "A" hereto attached.

C. "Condominium project" and "project" are defined to mean the buildings, structures and improvements (exclusive of land) constructed or to be constructed on the land as set forth in the Plat annexed hereto as Exhibit "A", to which reference is made and which is incorporated herein as though set forth in full.

D. Each "Apartment" is defined as the space or area contained within the perimeter wall of each of the living areas, together with the respective balconies, and the respective ground

all parking and storage area as described and identified by the number on the plat annexed hereto as Exhibit "B" or as from time to time dedicated hereto and incorporated herein by Developer by subsequent plats and exhibits, as hereinafter set forth, to all of which plats and exhibits reference is here made and which are incorporated herein as though set forth in full. The term "Apartment" shall not include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding each respective apartment, nor the pipes, wires, conduits or other public utility lines running through said respective apartment which are utilized for or serve more than one apartment; however, "Apartment" shall include the walls and partitions, etc., which are contained in each respective apartment space and the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc., and appliances, fixtures and improvements intended to serve exclusively such apartment (such as individual bathroom and kitchen fixtures, plumbing and appliance individual lighting and electrical fixtures, air-conditioners and ducts, heating facilities and ducts, and other separate items or chattels belonging exclusively to each respective apartment) which may be removed, replaced, disposed or otherwise treated without affecting any other apartment or the ownership, use and enjoyment thereof.

D. "Common areas and facilities" are defined to mean all of the land (including all land underlying the project or any part thereof) and project other than the apartments, and including, without limitation on the foregoing by reason of specification, the following, if any: the land, yards and gardens, roofs, main and bearing walls, columns, slabs, stairways, staircases, wood decks, and, in general, all devices or installations

existing for common use, entrances, exits or communications ways, community or commercial facilities, common parking areas, pumps, tanks, reservoirs, trees, pavements, pipes, wires, conduits, public utility lines, conduits and ducts, and all other elements of the project desirable or rationally of common use or necessary to the existence, upkeep and safety of the project.

F. "Limited common areas and facilities" are defined to mean all of the common areas or facilities set aside and allocated for the exclusive and restricted use of owners of particular apartment spaces.

G. "Apartment unit" is defined to mean each apartment space together with its proportionate undivided interest in the common areas and facilities.

H. "Owner" or "co-owner" is defined to mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a family unit in the project, or any interest therein.

I. This "Declaration" or "Declaration of Condominium Regime" shall include as an entirety this instrument, all Exhibits annexed hereto, and all plats which are hereafter, from time to time, dedicated hereto and incorporated herein by Developer, whether or not otherwise herein referred to or incorporated herein by reference.

ARTICLE THREE - OWNERSHIP

Developer, in order to establish a plan of condominium ownership for the above described land and project, does hereby submit said land and project to a condominium regime, in accordance with Article 1201a, Texas Revised Civil Statutes, and does hereby further DECLARE, COVENANT and AGREE that the said land and project are divided into the following separate freehold estates:

A. Apartments. Twenty eight (28) separate freehold estates consisting of those apartments as set forth and described on the Exhibits annexed hereto, to which reference is made and which is incorporated herein as though set forth in full. Provided, however, in order to achieve flexibility in the construction or adaptation of such apartments to the individual tastes of Owners, Developer reserves and shall have the right from time to time to change the size, shape, interior or exterior walls, and dimensions of any of the apartment spaces prior to or after the original sale thereof by Developer, unless any such change would necessitate a correlative change in the size, shape or dimension of adjoining apartment spaces theretofore sold, in such event changes may only be made with the consent of the owner of such apartment so effected. Developer shall evidence any such changes by separate plat, filed of record, identifying the said apartment by floor and number, and otherwise meeting the requirements of law as to the description of such apartment. Each said plat shall dedicate the apartment, as so represented, to the Condominium Regime herein created, shall be signed by Developer, and upon being placed of record shall be incorporated herein and become a part hereof as though originally described in this Declaration. Said plat shall also contain a statement of the fractional or percentage interest that such apartment unit (of which the amended apartment space is a part) bears to the entire project, which shall determine the respective undivided interest of said apartment in the common areas and facilities, as herein defined and described; the respective interest of said apartment unit for voting purposes and proportionate share in the common expenses; and for all purposes necessary hereunder. Said plat shall be binding upon all Owners purchasing an apartment (and their respective Mortgagees) prior

to the execution and recordation thereof, without the necessity of any such Owner's or Mortgagee's approval or agreement to and all Owners and Mortgagees covenant and agree that the units they acquire hereunder shall be subject to such right in De

B. Change in Declaration and/or By-Laws by Developer.

Developer reserves and shall have the right, from time to time unilaterally, without joinder by other Owners or persons who have an interest in the project, of any kind or character, to amend this Declaration and the By-Laws of the Association of Owners that may from time to time be in effect, for the purpose of facilitating the marketing of the project or complying with any requirements of financial institutions, title companies, or civil authorities, and the like, affecting the project.

Any changes or amendments by Developer contemplated by this paragraph, or in Paragraph A above, shall not change the effective proportionate share of Owners of previously sold units for voting or assessment purposes.

C. Common Areas and Facilities. Twenty eight (28) separate freehold estates, each consisting of the respective undivided interest in the common areas and facilities appurtenant to (and to be conveyed with) each respective apartment, and each said Owner, his successors, assigns, administrators, executors, heirs devisees and grantees, covenant and agree that the undivided interest in the common areas and facilities and the title to the respective apartment shall not be separated, or separately conveyed or partitioned during the existence of the Condominium Regime, and each of the said apartment unit shall be deemed to be conveyed and encumbered with its respective interest in the common areas and facilities even though the description in the instrument of conveyance or encumbrance may refer only to the title to the apartment and its fractional share of the other areas

ARTICLE FOUR - PROPORTIONATE SHARE OF OWNERS

The proportionate shares of the Owners of the respective apartment units in the common expenses of the common areas and facilities, as well as proportionate representation for voting purposes in the Association of Owners, is based upon the fractional or percentage interest that the total square footage (including each apartment's ground floor parking and storage) of each apartment referred to herein bears to the total cumulative square footage of all twenty eight (28) apartments at the time of construction of the project. The respective interests for voting purposes and the proportionate shares in the common expenses shall be as set forth in Exhibit "D", attached hereto and to which reference is made for all purposes which shall remain fixed and constant.

ARTICLE FIVE - EASEMENTS AND USE OF COMMON AREAS

Each Owner shall have the right to use and enjoy the common areas in common with all other Owners, for the purposes for which they are intended, and as may be required for access, ingress and egress, to and use and occupancy and enjoyment of the respective apartment units by their respective Owners, without hindering or encroaching upon the lawful rights of other Owners. Such right to use the common areas shall extend to the Owner of each apartment, the members of his immediate family, and the guests and visitors of each unit owner and/or authorized occupant thereof. The right to use the common areas shall be subject to and governed by the provision of the Act, this Declaration and the By-Laws hereinafter mentioned, and the rules, regulations and resolutions lawfully made or adopted by the Association of Owners (hereinafter called "Association") or the Council of Owners (hereinafter called "Council"). Each owner shall be deemed

to . . . an easement in the interest of all other Owners in the common areas for the installation, maintenance, and repair of all individually owned fixtures, appliances and equipment, including, but not limited to, any individually owned air-conditioning units and systems, which are affixed to or supported by or located in any space or structure constituting part of the common areas. Each Owner shall be further deemed to have an easement in common with all other Owners, in, upon, across, over, through, and with respect to the common areas to the extent of such right to use the common areas.

B. Easements. A valid easement shall exist in each apartment unit and in each portion of the common areas for the benefit of each Owner and each utility company serving this project, for the installation, maintenance, repair, replacement or removal of any and all service and/or utility lines, pipes, wires, conduits, facilities and equipment, and the ownership of the apartment units shall be subject to such easements.

C. Maintenance and Repairs. Each Owner shall furnish and be responsible for, at his own cost and expense, all of the decorating and all of the maintenance, repairs and replacements within his own apartment except as to the common areas located thereon. Specifically, but without limitation, each Owner shall repair and/or replace his own individual air conditioning unit, heating unit, cooking range, oven, refrigerator, kitchen appliances, individual lighting and electrical fixtures, all glass in any window, sliding door, or forming part of any wall or door in any apartment, the interior floor finish (including carpeting and other floor covering), the finished walls and ceiling, and all other elements and contents of his family unit which are not part of the common area. Maintenance, repair, and replacement

common areas shall be furnished by the Association or Council as part of the common expense.

D. Reciprocal Easements. To the extent that any equipment, facilities or fixtures within any apartment shall be connected to similar equipment, facilities or fixtures serving or affecting other apartments or the common areas, then reciprocal easements for the maintenance of same shall exist, and the use thereof shall be subject to such rules or regulations as the Association or Council may adopt in respect thereto. All workmen and other persons authorized by the Association or Council or the temporary or other managing agent, shall be entitled to reasonable access and entry to the individual apartments as may be required in connection with the maintenance, repair or replacement of or to the common areas or any equipment, facility or fixture affecting or serving other units or the common areas.

ARTICLE SIX - RESTRICTIONS

In addition to and without limitation upon the other provisions herein contained, Developer, his heirs, grantees, and assigns, by this Declaration, and all Owners of the apartment units, by their acceptance of their respective Deeds, and all possessors or users of the apartment units and their respective heirs, administrators, executors, successors, devisees and assigns, upon acceptance of their respective ownership, possession or use of an apartment unit, covenant and agree for the benefit of themselves and other Owners, possessors or users of interests in said project, (all of which covenants shall be deemed as covenants and restrictions running with the lands) as follows:

A. Division of Common Areas. That the common areas and facilities shall remain undivided; that no Owner shall partition, either voluntarily or judicially, said common areas and facilities; that the elements constituting an apartment unit (this is the individual apartment space, its ground floor garage and storage area and the undivided interest in the common elements appurtenant thereto) shall be held and owned together and such elements shall not be separated, separately sold, conveyed or otherwise disposed of or encumbered; it being agreed that this restriction is necessary to preserve the rights of the Owners with respect to the operation and management of the Condominium.

B. Use of Apartment Unit. All apartments shall be utilized for one-family residential purposes only. For the purpose of this paragraph, "one-family" shall be defined to mean a husband and/or wife plus their children, or if an occupant-owner is unmarried shall mean the owner (or his tenant) and no more than two unmarried adult tenants, or roommates. Any owner who is not an occupant may rent his apartment only for use consistent with the provision herein. Provided, however, that Developer may use any apartment unit or units it may own as a "model apartment" for display to the public and/or as a sales office during the period of time it owns any apartment unit or units which are for sale, and it may affix an appropriate sign or signs on the door or hallway outside such unit or on the project property to advertise the same, and during such period existing signs on the project may be maintained.

C. Encroachments. Although Developer has endeavored to construct the project in strict accordance with the description as set forth on the plat annexed hereto, it is expressly agreed that the square footage, size and dimensions of each family unit as set out and shown in this Declaration or in the

plats annexed hereto, are approximate and are shown for description purposes only, and that Developer does not warrant, represent or guarantee that any apartment contains the precise area, square footage or dimensions shown by the plat thereof. Each Owner hereby expressly waives any claim or demand which he may have against Developer, or anyone, on account of any difference, shortage or discrepancy between the apartment and project as actually and physically existing and as it is shown on the respective plats thereof annexed hereto, unless such difference or discrepancy is the result of Developer's wanton conduct or gross negligence. That if any portion of the common areas and facilities encroaches upon the apartment units, a valid easement for the encroachment and for the maintenance of same so long as it stands, shall and does exist. In the event the project structure is partially or totally destroyed, and then rebuilt, that encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easements for said encroachment and the maintenance thereof shall and do exist.

D. Membership in Association of Owners. That each Owner shall automatically be a member of the Association of Owners and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

E. Administration of Condominium. That the administration of the Condominium shall be in accordance with the By-Laws of the Association, set forth as Exhibit "E", attached hereto and to which reference is made for all purposes. Until such time as Developer sells and conveys twenty four (24) apartments, the Developer, as Temporary Administrator shall exclusively act as and represent, and shall have all the authority, powers, functions and duties of the Association and the Council. The Developer shall

render this service without Compensation to him for such services. At such time as Developer has sold and conveyed twenty four (24) apartments, the Developer, shall give written notice of such to the Owner of each apartment. Such notice shall also specify the date, time and place for a meeting of the apartment owners for the purpose of organizing the Association and electing the first Council.

F. Provisions of Ownership. That each Owner, tenant or occupant of an apartment shall own or occupy said apartment subject to, and shall comply with, all of the provisions of this Declaration and the By-Laws (which also are hereby agreed and declared to be covenants and restrictions running with the land), decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decision or resolution shall be grounds for an action to recover sums due, for damages and/or for injunctive relief, or such other remedies or relief as may be set forth in this Declaration, the By-Laws of the Association, or otherwise. All expenses of the Association or Council, or authorized representative, in connection with the curing of any such default or any such action shall be part of the common expenses and collectible as other common expenses.

G. Insurance. The Association shall obtain and continue in effect master or blanket property (including, without limitation, fire and other hazards) and liability insurance to insure the project and the owners thereof against risks of whatever character, without prejudice to the right of each Owner to insure, in addition thereto his own apartment on his own account and for his own benefit. The blanket insurance shall be written in the name of the Association for itself and as Trustee for each owner and each owner's mortgagee. Each Owner and his mortgagee

gee, if any, shall be a beneficiary, even though not expressly named, in the percentages or fractions established in this Declaration. In the event of loss the Association is irrevocably designated as trustee of each of the Owners for purposes of adjusting losses with the carrier on the master policy, and shall have full control of the proceeds for purposes of reconstruction.

The Association shall be required to make every effort to secure insurance policies providing:

a. Waiver of subrogation by insurer as to any claims against the Association, Manager, and Owners, their respective families, servants, agents and guests;

b. That the master policy not be cancellable, invalidated or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents and guests;

c. That the master policy not be cancellable, invalidated or suspended on account of the conduct of the Association or Manager. Without prejudice, that the Association or Manager cure the defect; and

d. That the "no other insurance" clause in the master policy excludes from consideration those policies of additional insurance obtained by any owner.

The insurance cost and premiums for any such blanket or master insurance coverage shall be a common expense to be paid by monthly assessments as determined by the Association, and all such payments collected for insurance shall be used or escrowed solely for the payment of such insurance cost or premiums as the same become due.

In the event a unit owner may carry property or liability insurance individually upon his interest in the project, which,

In case of loss, results in proration of insurance proceeds between the master policy carried by the Association and the Owner's insurer, the proceeds available under the Owner's policy shall be payable to the Association, who is irrevocably designated as trustee of each insuring Owner for the purpose of reconstruction. Any over-plus remaining upon completion of reconstruction directly affecting any such Owner shall thereupon be paid by Association to Owner.

Each Owner acquiring additional separate insurance coverage will furnish Association with a copy of each such policy within ten days following acquisition. Insofar as may be permitted by law, each such policy acquired by Owner shall contain waivers of subrogation and of any defense based on co-insurance and shall further provide that any such policy shall not be cancellable, invalidated or suspended on account of the conduct of one or more of the Owner, or his respective family, servants, agents and guests.

H. Amendments to Declaration. That this Declaration shall not be revoked or any other provision herein amended unless all of the owners and all of the mortgagees covering the apartments are unanimously agreed as to such revocation or amendment by duly recorded instruments; except, however, as to the right of Developer to make changes as set forth in ARTICLE THREE, Paragraph A and B, set forth above, which changes Developer shall have the right to make without joinder, approval or agreement of any Owner or mortgagee of a family unit.

I. Payment of Assessments by Owners. That each Owner will pay, within ten (10) days from date each such assessment is delivered, the monthly assessments imposed by the Association to meet all project communal expenses, including by way of description and not limitation, costs of maintenance, upkeep, utilities,

liability insurance, and insurance to cover repair and reconstruction work in case of fire, hurricane, earthquake or other hazards. That said assessment may also include a premium for such other insurance policies (such as Workmen's Compensation), as the Council may deem expedient. The assessment shall be made pro-rata according to the fraction or percentage interest of the unit owned as stipulated hereinabove and shown in Exhibit "D" attached hereto. Such assessment shall include monthly payments to an adequate general operating reserve and reserve fund for insurance premiums and for replacement of common facilities and equipment, including, without limitation, periodic redecoration of common areas. Unpaid assessments will bear interest at the rate of ten (10%) per cent per annum, beginning thirty (30) days after the assessment is delivered, and continuing until paid. This provision shall also be applicable to all owners and to the Developer during that period of time between Developer's selling one apartment and twenty four apartments during which time Developer shall be authorized to act in behalf of the Association pursuant to Article VI, Paragraph E, above. Thereafter, Developer shall be considered an "Owner" until he has sold all apartments.

J. Waiver of Use of Common Areas. That no Owner of a family unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his family unit.

K. Security of Unpaid Assessment.

(1) There is a present and continuing lien on each apartment to secure payment of the amount of any present or future assessments, whether regular or special, charged to such apartment pursuant to the terms hereof, which lien and the right

to foreclosure the same shall be in addition to and not in substitution for all of the rights and remedies which the Owners and the Council may have to enforce the provisions hereof. The title of each Owner of an apartment is acquired subject to and burdened with such lien, which lien shall be prior to the acquisition of any homestead rights by Owner of an apartment and all other liens, except such lien shall be subject and subordinate to and shall not affect the rights of the holder of:

- (a) any recorded first mortgage or first deed of trust upon such apartment made in good faith and for value and
- (b) all liens for taxes or special assessments levied by the City of Dallas, the County of Dallas and/or the State of Texas or any political subdivision or special district thereof.

In the event any lien imposed under the provisions of this paragraph is destroyed by reason of the foreclosure of any superior mortgage or deed of trust on the apartment subject to such, nevertheless, there shall be a corresponding lien on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, charged to such apartment after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided herein; provided, however, the purchaser acquiring title to such apartment at such foreclosure sale, and his successors and assigns, shall not be liable for the share of unpaid common expenses or assessments chargeable to such apartment prior to such foreclosure sale, and such unpaid share of the common expenses or assessments shall be deemed to be a common expense collectible from all of the owners, including such pur-

chaser or acquirer, his successors and assigns. Upon request by any owner, the Council will furnish, for the benefit of any prospective purchaser or present or prospective encumbrancer of such apartment, a statement showing all amounts then due which are secured by such lien.

(2) In the event of default by any owner in the payment of any assessment secured hereby, the council shall execute a written notice of such default, which notice shall state that in the event that such default is not cured within thirty (30) days of the date of default, then the council shall proceed to sell the family unit belonging to such defaulting owners to satisfy the obligations secured hereby. A copy of such notice shall also be furnished the holder of the mortgage of the defaulting owners.

(3) In the event the default referred to in subparagraph (2) above is not cured within thirty (30) days from the date of default, the council or its representative shall furnish written notification of such fact to the defaulting owner and to the holder of the mortgage of the defaulting owner. Thereafter, the council or its representative acting on behalf of the owners shall have the right to foreclosure of such liens, either by judicial foreclosure or by power of sale hereinafter contained.

(4) If such default shall occur, and not cured following the expiration of said thirty (30) days, at the request of the Council, the Chairman of the Council, or such successor or successors appointed herein, is hereby authorized and empowered by each owner to sell the respective apartment at public auction to the highest bidder for cash at the Court House Door of Dallas County, Texas, between the hours of

10:00 o'clock a.m. and 4:00 o'clock p.m. on the first Tuesday in any month after having given notice of the place, time and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, or as may be otherwise required by law, and after said sale as aforesaid shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall

... the proceeds of said sale and out of the same shall

(a) All charges, costs and expenses of executing such sale, including reasonable attorney's fees;

(b) All sums and assessments due hereunder with interest at the rate of ten (10%) per cent from the time of default until sale; and

(c) Shall render the overplus, if any, to any said respective owner, or legal representatives or assigns.

(5) It is further agreed that in the event of a foreclosure under the powers granted hereby, the Owner in possession of said apartment or anyone claiming under him and in possession as tenant or otherwise, shall thereupon become a tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand, the purchaser shall thereupon be entitled to institute and maintain the statutory action of forcible entry and detainer, and obtain and procure a writ of possession thereunder.

(6) It is further agreed that in case of the death, resignation, removal or absence of the said Chairman from the County of Dallas, Texas, or his refusal or failure or inability to act, or when in the sole discretion of said Council it is deemed desirable to appoint a substitute, said Council shall be and is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights and powers granted to the Chairman.

(7) It is further agreed that in the event of such default, that the Chairman, or his successor, may delegate the ministerial duty of posting of notices as aforesaid by his duly authorized agent and attorney in fact, appointed by instrument in writing.

(8) It is further specially agreed that in the event of any sale hereunder, all prerequisites to said sale are presumed to have been performed and that in any conveyance given hereunder all statements of facts or other recitals therein made as to the non-performance of any of the covenants herein set forth or as to the request of the Chairman to enforce this power of sale or as to the proper and due appointment of any substitute hereunder, or as to the advertisement of sale, or time or place or manner of sale, or as to any preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

(9) It is further specially agreed that the Council or any person authorized by it, or any owner, as well as the defaulting Owner, shall have the right to become the purchaser of any said property sold upon a judicial foreclosure and sale, or sold upon the sale thereof under the terms and provisions herein contained. In the event the Council so acquires the apartment of a defaulting Owner, title will be given in the name of a nominee, as trustee for the Council, and the Council will have the right to hold, lease mortgage, sell and convey the same on behalf of the unit Owners.

(10) In any such foreclosure sale of the defaulting apartment, Owner shall be required to pay a reasonable rental, and Council shall be entitled to the appointment of a receiver to collect the same.

(11) In the event of such uncured default as is set forth in this Paragraph K, in addition to all other remedies hereunder, or otherwise existing, Association shall have the right to disconnect, or cause the disconnection of all utility services to such apartment, for so long as such default continues.

L. Remedies for Default. In the event of any default by any Owner under the provisions of the Act, Declaration, By-Laws or rules or regulations lawfully adopted for this project, the Association and/or Council or their authorized representative, shall have each and all of the rights and remedies which may be provided by the Act, this Declaration or the By-Laws or which may be available at law or in equity, and may prosecute any action against such defaulting Owner and/or others, for enforcement of any lien or to enforce compliance with the particular matter in respect to which default was made, by injunctive relief or otherwise, and/or for the collection of any sums or debts or damages in default or arising out of such default. The right of the Association or Council hereunder shall be cumulative with, and in addition to, all other rights and remedies otherwise existing. All expenses of the Council or Association or its authorized representative in connection with any such action shall be part of the common expenses and collectible as other common expenses.

M. Repairs to Apartment. That every Owner will perform promptly and with due diligence all maintenance and repair work within his own apartment which, if omitted, would affect the project in its entirety or in a part belonging to other Owners. Each Owner hereby acknowledges and expresses his responsibility for the damages and liabilities that may be caused by such failure.

N. Reimbursement for Damage by Owner. That each Owner shall promptly reimburse the Association for any expenditures incurred in repairing or replacing any common area or facility damaged through any Owner's fault or negligence.

O. Modifications to Apartment. An Owner shall not make or allow to be made structural modifications or alterations

within his apartment or installations located therein, without previously notifying in writing and obtaining approval of the Association through the Chairman of the Council. The Association shall have the obligation to answer within fourteen (14) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. In any event, in order to maintain a pleasing external appearance, owners will not change, alter, or modify wood decks, balconies or outside walls, or place, allow or cause to be placed thereon any partitions, awnings, structures, or fixtures of any kind. In this connection, Owners who desire to alter the size of their respective apartments, by purchase or sale of a portion of contiguous apartments, may constitute the changed apartment spaces an apartment unit in the project by filing of record an amended plat depicting the new apartment unit, each of the affected apartments, identifying them by floor and number, and otherwise meeting the requirements of law as to the description of such apartment. Said plat shall also contain a statement of the fractional or percentage interest that each such changed apartment bears to the entire project, which shall determine: the respective undivided interest of said apartment in the common areas and facilities and limited common areas and facilities, as herein defined and described; the respective interest of each of said apartments for voting purposes and proportionate share in the common expenses and for all other rights and purposes hereunder.

Each said plat shall dedicate the changed apartment, so represented, to the Condominium Regime herein created, shall be signed by the Owners of the affected apartments and the Chairman of the Association, and upon being placed of record shall be incorporated herein and become a part hereof as though originally

described in this Declaration. Notwithstanding, no change in the size of contiguous apartments shall be made, however, unless:

(1) All assessments of the Association against each affected apartment are paid in full prior to said change;

(2) Each Owner of an affected apartment secures prior written approval for such changes from the Association (which approval shall relate to compliance with the requirements of this Paragraph O (3) below, and which consent shall not be unreasonably withheld), and mortgages, if any, holding liens on each such apartments; and

(3) Such changes will not affect the structural integrity, external walls, stairways and interior walls contiguous to common areas, etc. of the project.

P. Passageways. That Owners shall not place, allow or cause to be placed on any passageway or other project areas and facilities of a similar nature, both common and restricted, any furniture, pets, packages or objects of any kind, such areas to be used for no other purpose than for normal transit through them. (This does not prohibit furnishing and decorating common areas by the Developer or by the Council.) That nothing shall be done or kept in any apartment or the common areas which will increase the rate of insurance on any part of the project or which will result in the cancellation of insurance on the project or any part thereof, or which would be a violation of any governmental statute, ordinance, rule or regulation, and no waste shall be permitted in the common areas. That nothing shall be done or allowed to be done in the common areas which will impair the structural integrity or structurally alter any of the building or structures in the project.

Q. Right of Entry by Management Agent. That each Owner grants the right of entry to the management agent or to any other person authorized by the Council or the Association in case of any emergency originating in or threatening his unit, whether the Owner is present at the time or not.

R. Advertisements. That no Owner shall post or allow to be posted any advertisements or posters of any kind in or on the project except as authorized by the Association.

S. Noises and Nuisances. That each Owner shall exercise and cause to be exercised extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents. Nothing shall be done or kept in the apartment or in the common or restricted common areas which will constitute noxious or offensive activity. Any pets causing or creating a nuisance will be permanently removed from the project upon notification by the Council or Owners.

T. Cleaning Rugs and Disposing of Trash. That no Owner will hang or allow to be hung any garments, rugs, or any other object from the windows, balconies, or any other exterior portion of the project, or to dust rugs, et cetera, from the windows or to clean rugs, et cetera, by beating on the exterior part of the project, or throw garbage or trash outside the disposal installations provided for such purpose in the service areas.

U. Wires and Antennae. That no Owner shall install or allow to be installed any wiring for electrical or telephone installations, television antennae, air conditioning units, or machines on the exterior of the project or that protrude through the walls or roof of the project, except as authorized by the Association.

V. Mineral Development. That no drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be done or permitted on or in any apartment or common area.

W. Air Space. That no development shall be made or permitted of the air space above any apartment or common area.

X. Leasing and Rentals. That the respective apartments shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period of less than ninety days, or (b) any rental, if the occupant is provided customary hotel service such as room service for food and/or beverages, maid service, laundry, linen or bellboy service. Subject to the foregoing obligations, the Owners of the respective apartments shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration, and further subject to the By-Laws attached hereto, and made a part hereof.

Y. Substantial Damage or Destruction of Project. That in the event that the property subject to this Declaration is totally or substantially destroyed or damaged, the reconstruction, repair or disposition of the property shall be as provided by Article 1301a of the Revised Civil Statutes of the State of Texas or such other agreement as is approved by a two 2/3 vote of the members of the Association.

Z. Liability of Owner Heirs or Grantee for Assessments. That in a voluntary conveyance, including herein passage of title by gift, devise or the law of descent and distribution, of an apartment the subsequent Owner or Owners, as the case may be, of the apartment shall be jointly and severally liable with the grantor, or former Owners, for all unpaid assessments by the Association against said grantor or former Owner for his share of the

common expenses up to the time of the grant or conveyance, gift or devise, without prejudice to the subsequent Owner's right to recover from the former Owners the amounts paid by the subsequent Owner therefor. In the event the Association becomes the Owner of an apartment unit or units, either through voluntary or involuntary sale, all assessments that would thereafter be made against any such apartment during ownership of the Association, will be deemed a common expense.

AA. Binding Effect. That all agreements and determinations lawfully made by the Association in accordance with the voting percentages hereinabove established in this Declaration shall be deemed binding upon all Owners of apartments, their successors and assigns.

BB. Owner Not to Act Against Association. That each Owner covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the condominium.

CC. Right of First Refusal. Any Owner (herein referred to as "Selling Owner") who wishes to sell, rent, or lease his apartment unit shall, at least fifteen days prior to acceptance of any offer to purchase or lease, give both to the Developer (so long as Developer owns any interest in the project) and the Association of Owners written notice of the nature of such offer, including the name and address of the offeror and a financial statement of such offeror, which notice is sometimes referred to herein as Notice of Sale, Rent or Lease. Notice to Developer shall be given by mailing the Notice of Sale, Rent or Lease by registered or certified mail to:

James R. SCOTT
8211 Preston Road
Dallas, Texas 75225

The Developer and Association shall at all times have the first right and option to purchase, rent or lease the apartment unit and, if, within fifteen days after the delivery of such Notice of Sale, Rent or Lease, the Developer or Association shall submit an equal offer to purchase, rent or lease, such delivery, by Developer or Association, shall constitute an exercise of such option, and the Selling Owner will accept the offer of Developer or association, as the case may be, in preference to the original offer described in the Notice of Sale, Rent or Lease. In the event both Developer and Association submit offers, the option shall be deemed exercised by Developer rather than Association. If the Developer or Association do not submit an identical offer within said fifteen day period, the Selling, Renting or Leasing Owner may, at the expiration of said fifteen day period and at any time within sixty days after the expiration of said period, accept the offer described in the notice. The provisions of this paragraph shall not apply to (a) any sale held pursuant to the power of sale contained in a mortgage or deed of trust held by a bonafide lender or any sale held pursuant to a judicial foreclosure; (b) sales or leases of any part of said project by Developer or Association.

DD. Parking. Included in the common areas are spaces designed for the parking of automobiles of owners' guests. These areas shall be under the exclusive jurisdiction of the Council of Owners and shall have the right to determine the assignment of the location of such space or spaces.

EE. Rule Against Perpetuities. In the event that any provision of this Declaration or the By-Laws hereto attached, now existing or as hereafter amended, would violate the rule against

perpetuities, such provision shall be deemed to remain in effect only until, and shall terminate, twenty-one years after the death of the last-to-die of the children of C. Craig Folsom and JAMES R. SCOTT, both of Dallas, Texas, living at the date of this declaration.

FF. Applicable Law. That all the Provisions of Article 1301a of Texas Revised Civil Statutes known as the "Condominium Act" are hereby expressly incorporated herein by reference and shall be cumulative and in addition to the provisions of this Declaration; provided, however, that in the event of conflict between the permissive provisions of the said Act and this Declaration, the provisions of this Declaration shall control.

GG. Notices. All notices, communications, and remittances to the Council or the Association of Owners shall be sent to it at its mailing address which may be established from time to time and of which the Owners in this project shall be notified.

HH. Headings. The Headings used throughout this Declaration have been inserted for administrative convenience only and do not constitute matter to be construed in interpreting this Declaration.

II. Miscellaneous. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium development. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. The provisions hereof shall be deemed to be independent and severable, and the invalidity or unenforceability of any one provision shall not effect the validity and enforceability of any other provision hereof.

(JJ) Notwithstanding any provision to the contrary contained above whether expressed or implied, neither the Developer acting in his capacity as temporary administrator nor the owners, may amend either this Declaration or the BY-Laws attached hereto as Exhibit "E" in any manner by which such amendment would violate "Conventional Seller's Guide" of the Federal Home Loan Mortgage Corporation, as amended, and as they may be amended from time to time, unless any proposed amendment which might be considered violative thereof shall be consented to in writing by each and every mortgage holder of all units in WOODRIDGE.

EXECUTED this ____ day of _____, 19

James R. Scott, President
WOODRIDGE PROPERTIES, INC.

THE STATE OF TEXAS I _____

COUNTY OF DALLAS I _____

BEFORE ME, the undersigned authority, on this day personally appeared James R. SCOTT known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this ____ day of _____, 19 .

Notary Public in and for
Dallas County, Texas

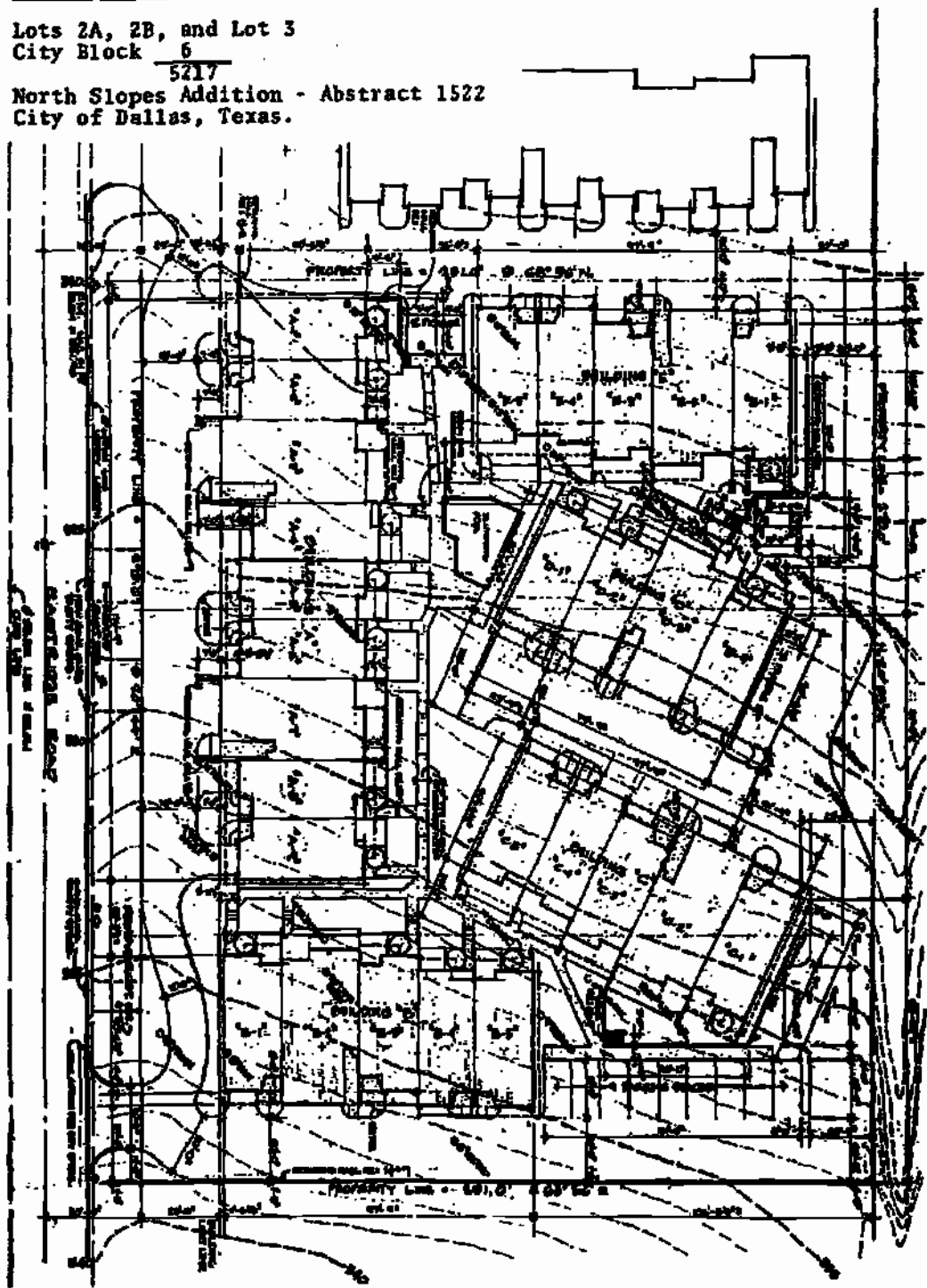
LEGAL DESCRIPTION

Lots 2A, 2B, and Lot 3
City Block 6

5217

North Slopes Addition - Abstract 1522
City of Dallas, Texas.

SITE PLAN



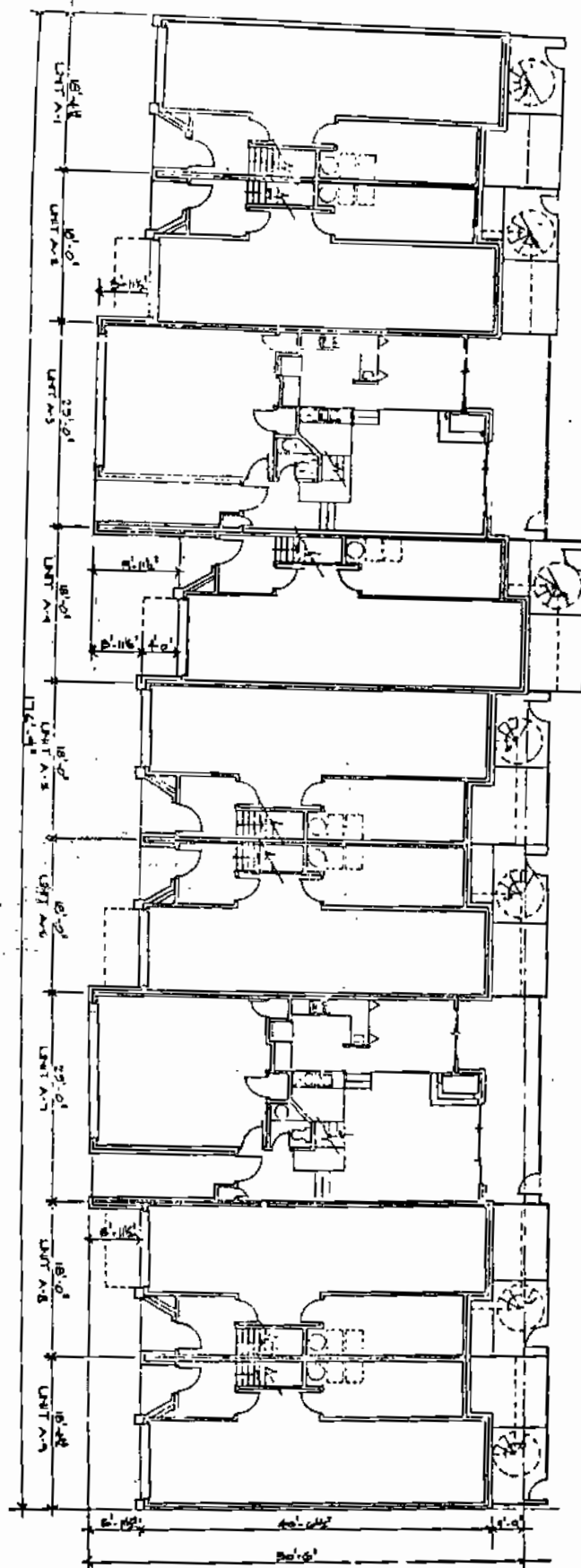
WOODRIDGE
CONDOMINIUMS
DALLAS, TEXAS

SITE PLAN

EXHIBIT "A"
PAGE 1 OF 18

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WHEN RECORDED

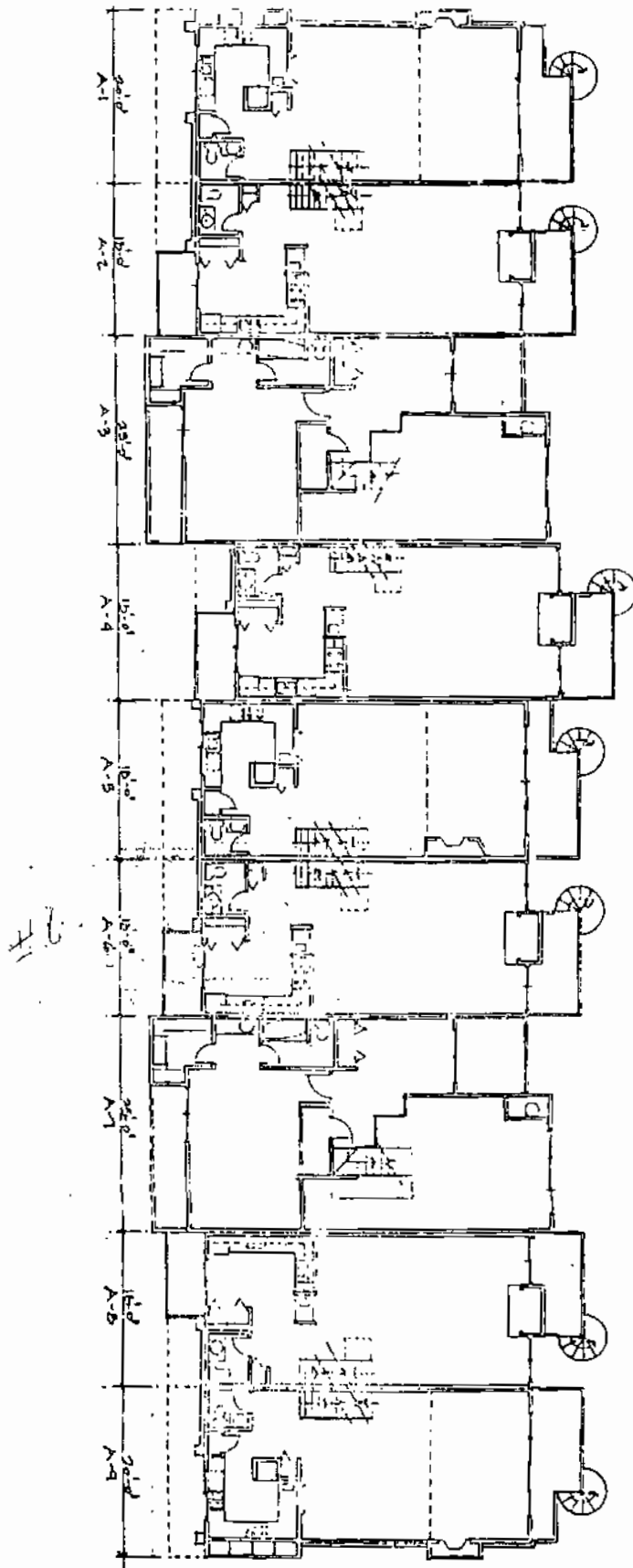
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WOODRIDGE
 CONDOMINIUMS
 DALLAS, TEXAS

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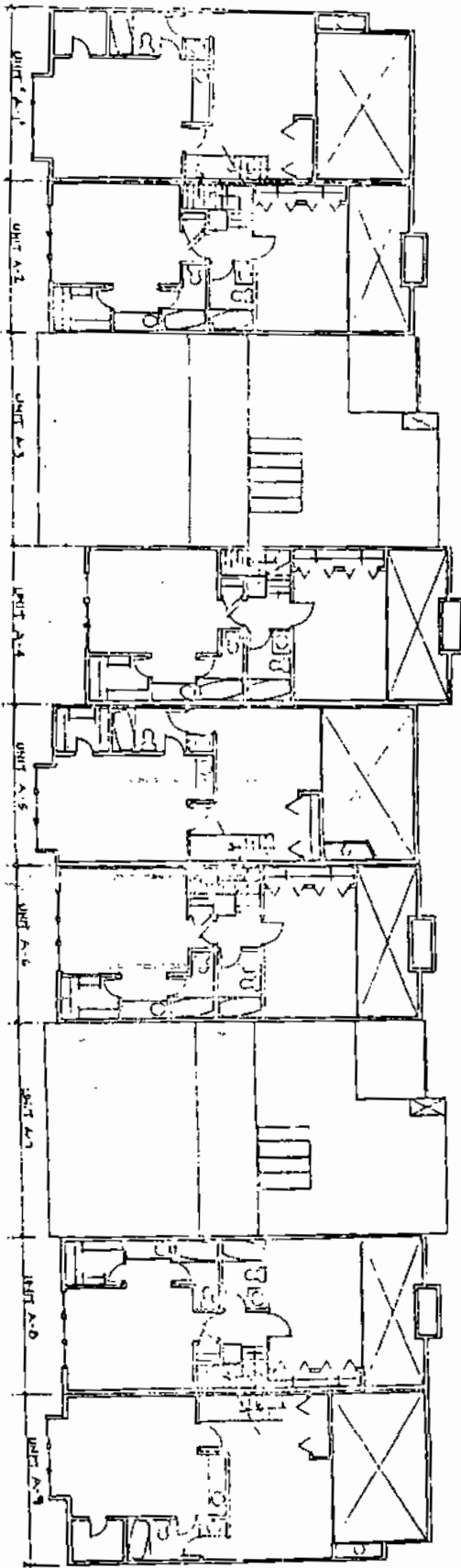
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 PAGE 2 OF 10



WOODRIDGE
 CONDOMINIUMS
 GALLAS, TEXAS

BUILDING "A"
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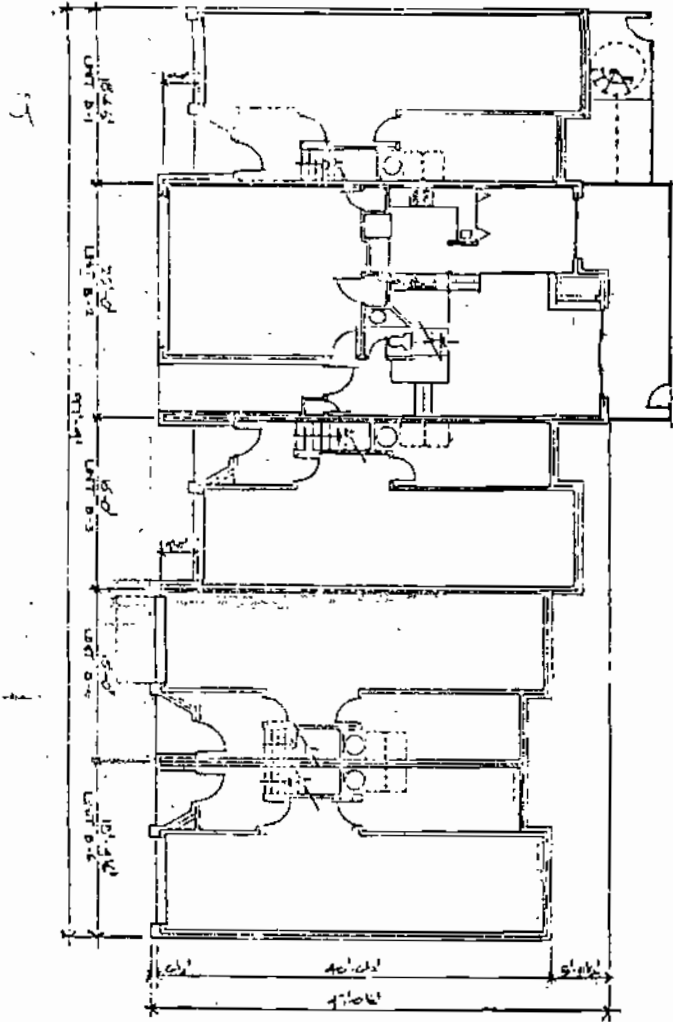
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WOODRIDGE
CONDOMINIUMS
DALLAS, TEXAS

BUILDING "A"
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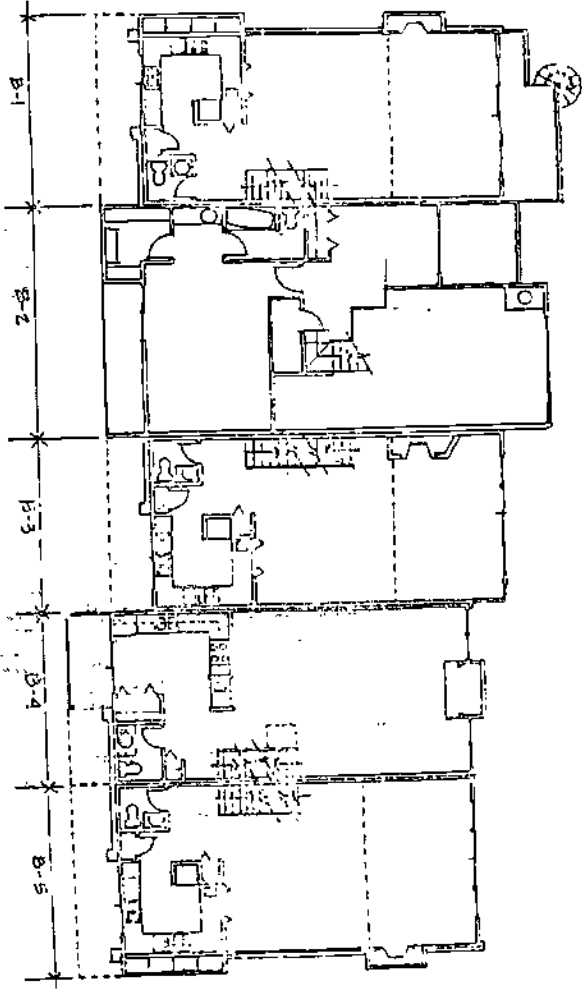
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W.D. BRIDGL
 CONDOMINIUMS
 DALLAS, TEXAS

BUILDING "B"
 1ST FLOOR PLAN

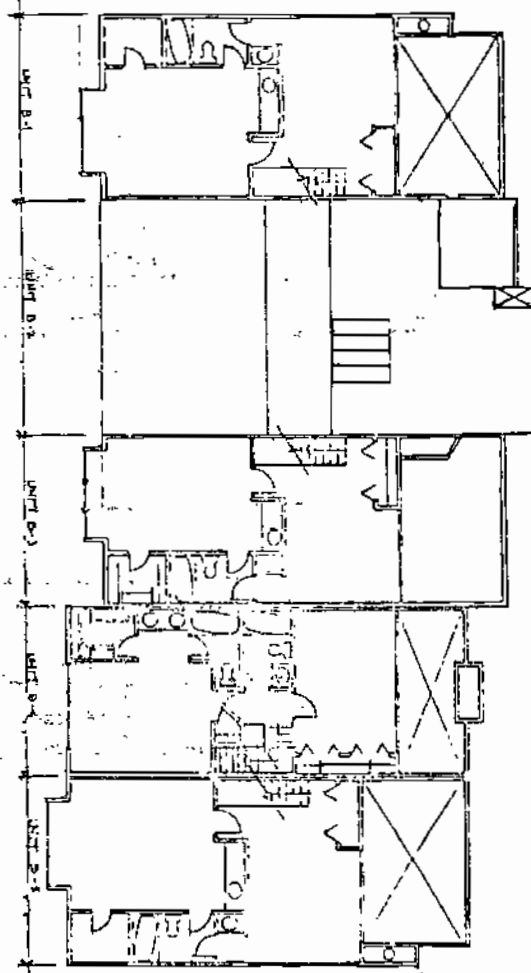
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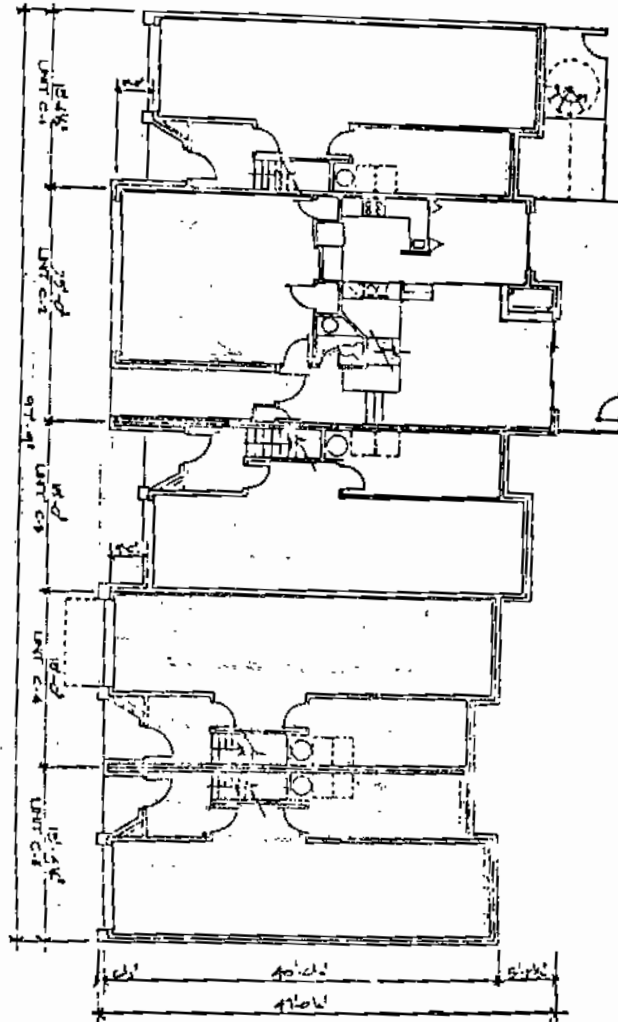


WOODRIDGE
CONDOMINIUMS
DALLAS, TEXAS

BUILDING "8"
2ND FLOOR PLAN

EXHIBIT "B"
PAGE 6 OF 18

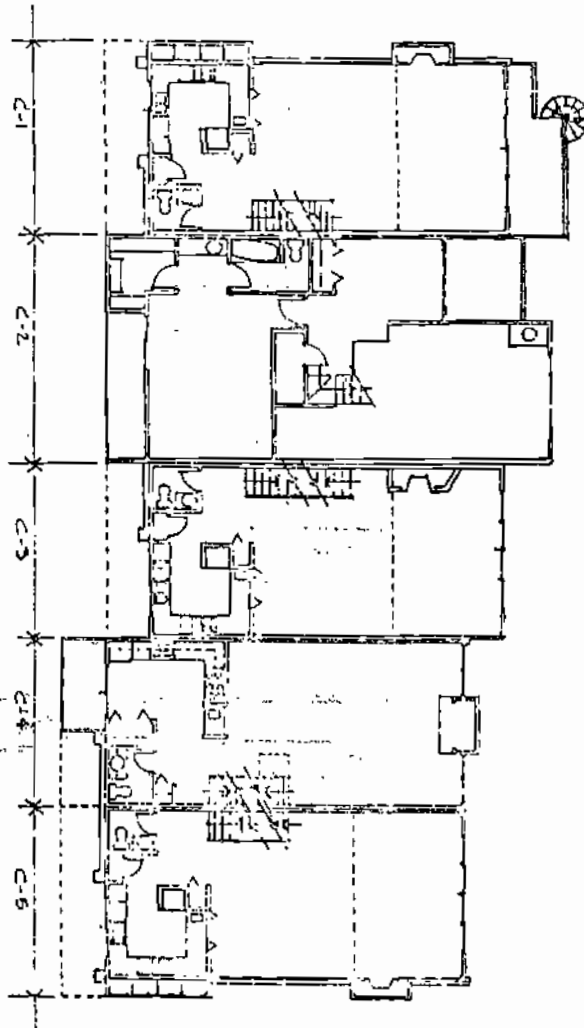




WOODRIDGE
 CONDOMINIUMS
 DALLAS, TEXAS

BUILDING "C"
 1ST FLOOR PLAN

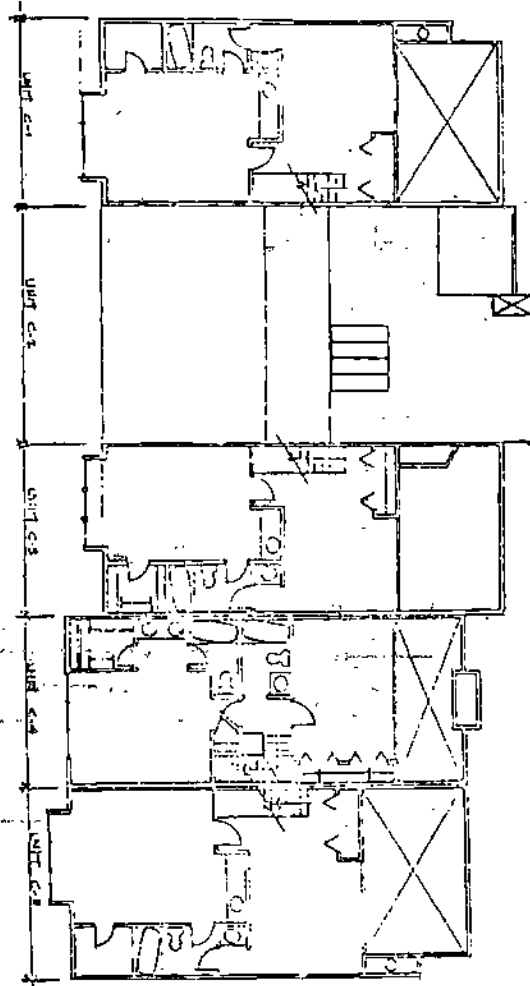
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WOODEDGE,
CONDOMINIUMS
DALLAS, TEXAS

BUILDING "C"
2ND FLOOR PLAN

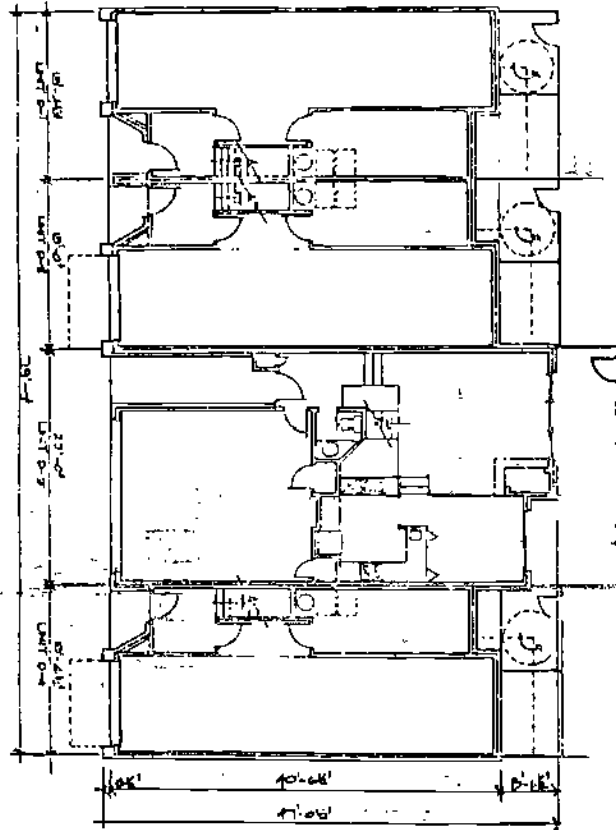
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WOODRIDGE
CONDOMINIUMS
DALLAS, TEXAS

BUILDING "C"
3RD FLOOR PLAN

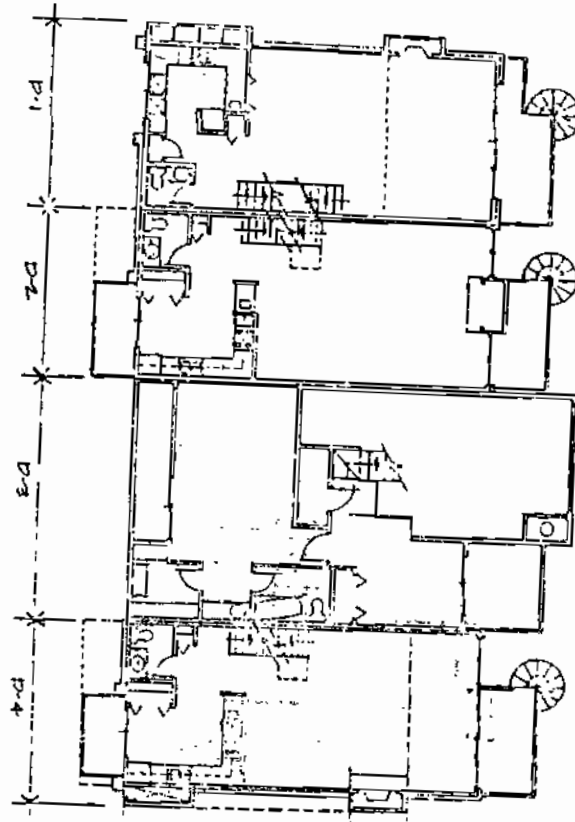
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WOODRIDGE
 CONDOMINIUM,
 DALLAS, TEXAS

BUILDING "D"
 1ST FLOOR PLAN

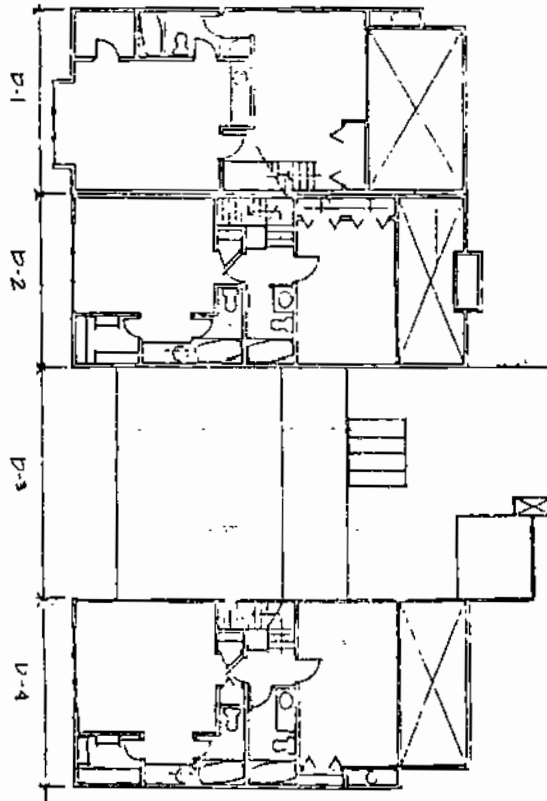
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WOODRIDGE
CONDOMINIUMS
DALLAS, TEXAS

BUILDING "D"
2ND FLOOR PLAN

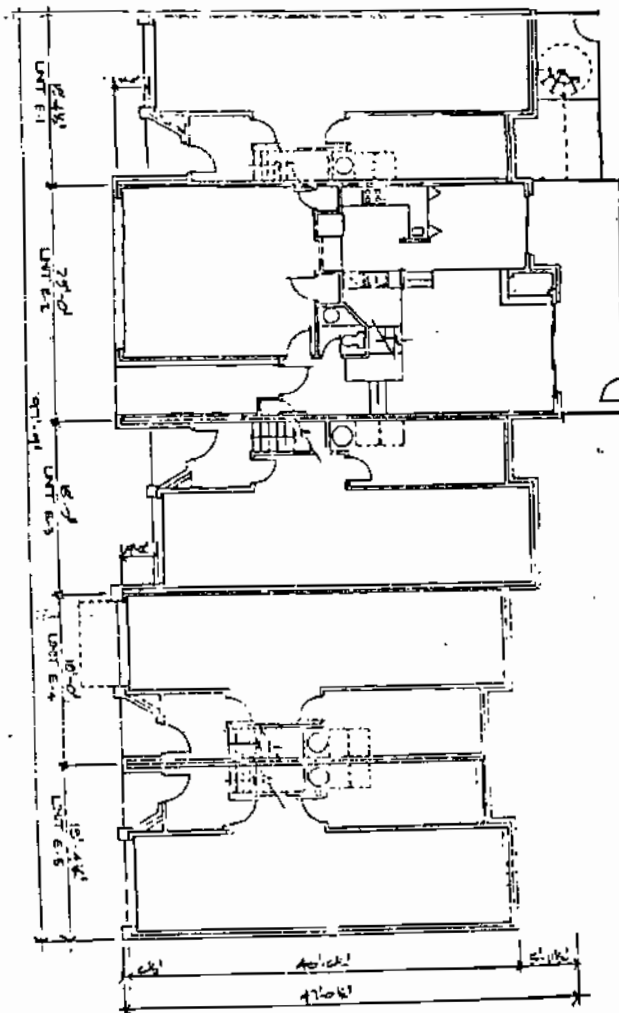
EXHIBIT "B"
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WOODRIDGE
CONDOMINIUMS
DALLAS, TEXAS

BUILDING "D"
3RD FLOOR PLAN

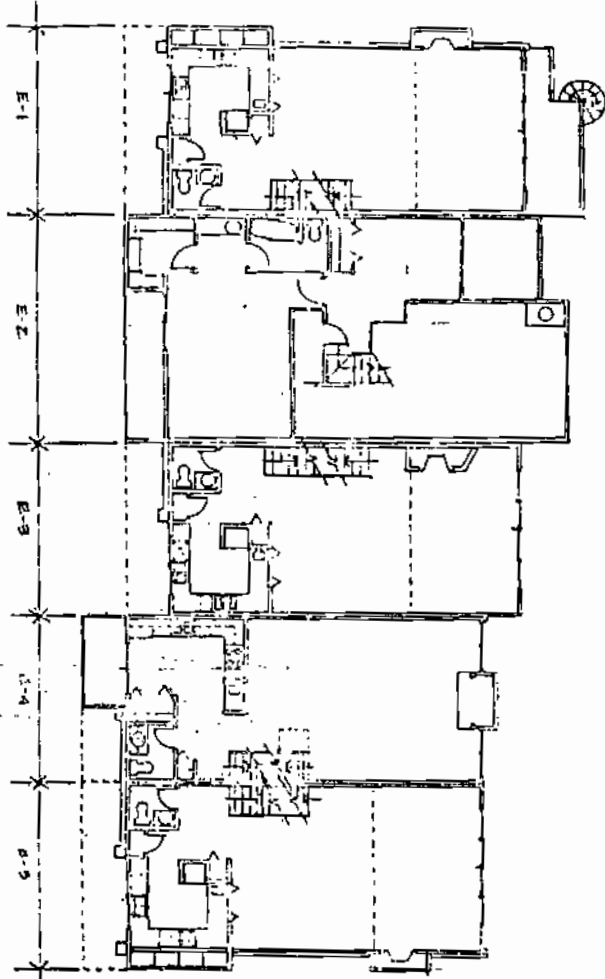
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WOODRIDGE
 CONDOMINIUMS
 DALLAS, TEXAS

BUILDING "E"
 1ST FLOOR PLAN

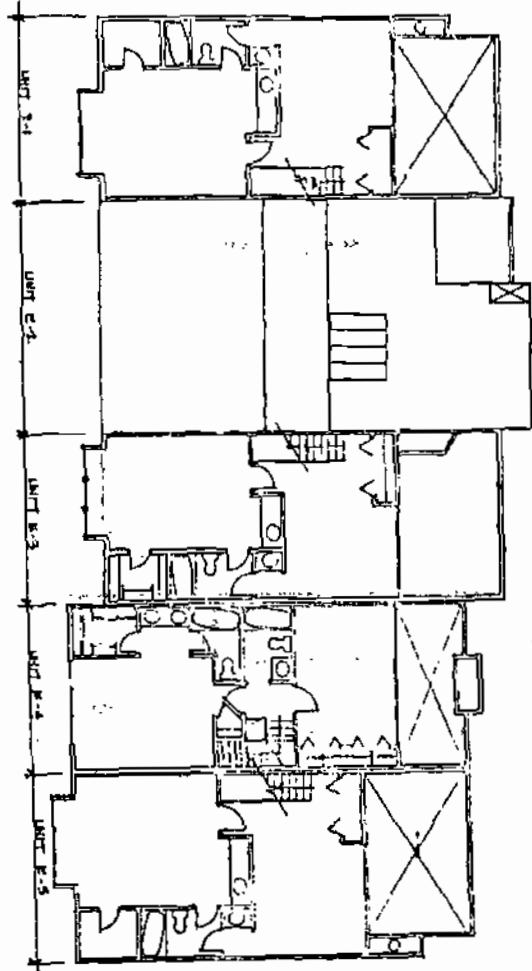
EXHIBIT "B"
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WINDFIRE
CONDOMINIUMS
DALLAS, TEXAS

BUILDING "E"
2ND FLOOR PLAN

EXHIBIT "B"
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WOODRIDGE
CONDOMINIUMS
DALLAS, TEXAS

BUILDING "E"
3RD FLOOR PLAN

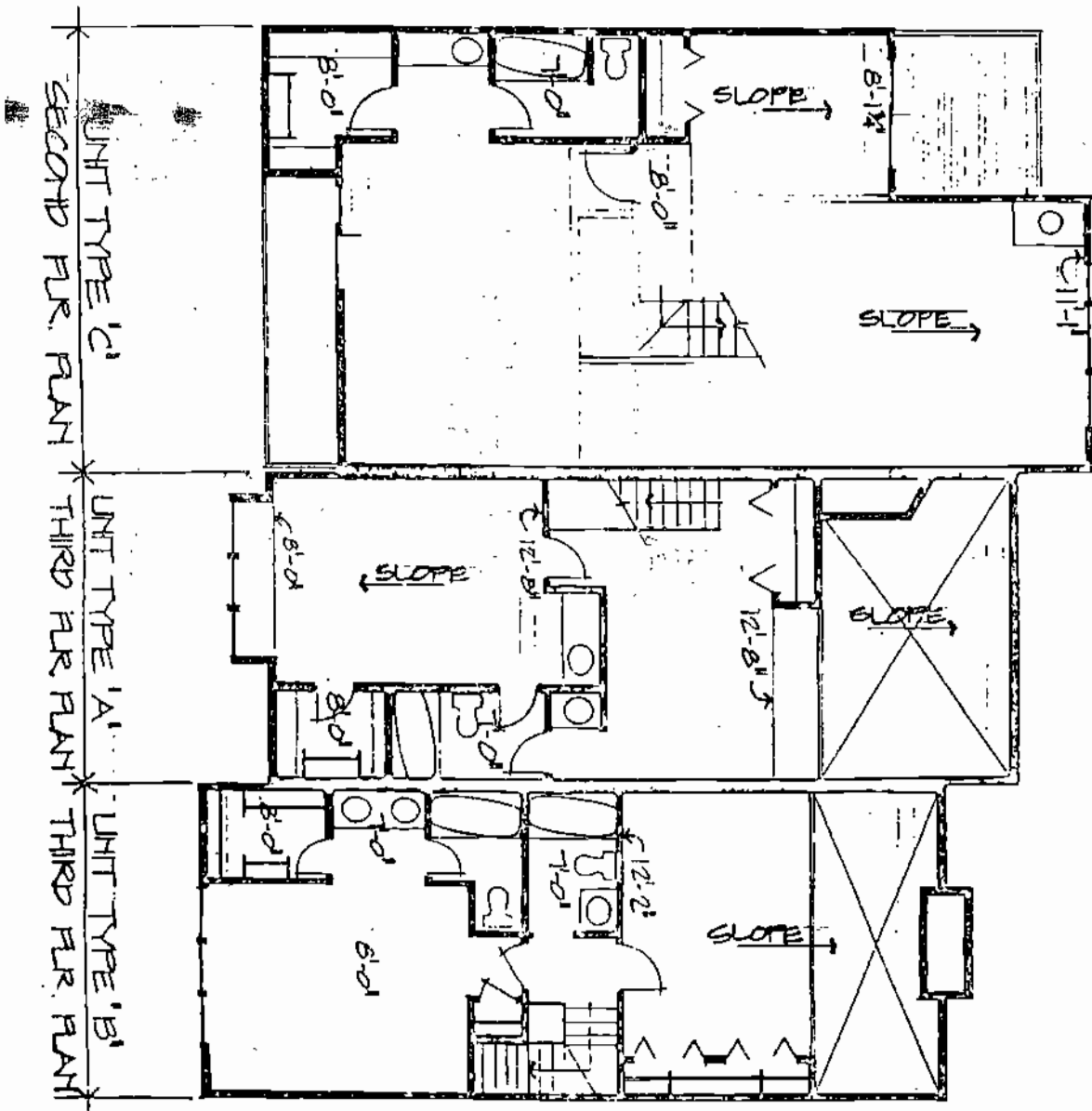
EXHIBIT "B"
PAGE 16 OF 18

FIRST FLOOR CLG. HEIGHTS

All parking storage & entries to be 8'-0" with ceilings at furred down areas for air conditioning to be 7'-0"

SECOND FLOOR CLG. HEIGHTS

All ceilings with the exception of the living rooms shall be 8'-0" with the ceilings at furred down areas for air conditioning to be 7'-0", for ceiling heights in living rooms refer to third floor ceiling heights. This does not apply to Unit "C".



TYPE	DESCRIPTION
A	2 bedroom, 1-3/4 baths
B	2 bedroom, 2-1/2 baths
C	1 bedroom, study, 1-1/2 baths

UNIT NO.	BLDG. NO.	UNIT TYPE	SIZE OF UNIT (SQ. FT.)	CUBIC FEET PER UNIT	% OF TOTAL PROJECT
A1	A	A	2,065	22,443	3.6834
A2	A	B	2,030	17,539	3.6209
A3	A	C	1,873	19,860	3.3409
A4	A	B	2,030	17,539	3.6209
A5	A	A	1,973	19,958	3.5192
A6	A	B	2,030	17,539	3.6209
A7	A	C	1,873	19,860	3.3409
A8	A	B	2,030	17,539	3.6209
A9	A	A	2,065	22,443	3.6834
B1	B	A	2,065	22,443	3.6834
B2	B	C	1,873	19,860	3.3409
B3	B	A	1,973	19,958	3.5192
B4	B	B	2,030	17,539	3.6209
B5	B	A	2,065	22,443	3.6834
C1	C	A	2,065	22,443	3.6834
C2	C	C	1,873	19,860	3.3409
C3	C	A	1,973	19,958	3.5192
C4	C	B	2,030	17,539	3.6209
C5	C	A	2,065	22,443	3.6834
D1	D	A	2,065	22,443	3.6834
D2	D	B	2,030	17,539	3.6209
D3	D	C	1,873	19,860	3.3409
D4	D	B	2,108	19,295	3.7600
E1	E	A	2,065	22,443	3.6834
E2	E	C	1,873	19,860	3.3409
E3	E	A	1,973	19,958	3.5192
E4	E	B	2,030	17,539	3.6209
E5	E	A	2,065	22,443	3.6834
TOTAL			56,063 S.F.		100%